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This Instrument Prepared By:
Alex Tselos
Target Corporation Law Department
1000 Nicollet Mall, TPS-3155
Minneapolis, MN 55403



1712445089

Doc# 1712445089 Fee \$62.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 05/04/2017 04:10 PM PG: 1 OF 13

5/8
846/20-1

RECORD and RETURN TO:

Target Corporation Law Department
1000 Nicollet Mall (TPS-3155)
Minneapolis, MN 55403
Attn: Maggie Johannsen

MEMORANDUM OF LEASE

Property of Cook County Clerk's Office

A

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Memorandum of Lease

This Instrument Prepared By:
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 Target Corporation Law Department
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 Minneapolis, MN 55403

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 Minneapolis, MN 55403
 Attn: Maggie Johansen

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated ^{as of 4.26.} _____, 2017 (“**Effective Date**”), by and between CSD KURTZEIN LLC, an Illinois limited liability company (“**Landlord**”) having an address at c/o Clark Street Real Estate LLC, 980 N. Michigan Ave, Suite 1280, Chicago, IL 6061, Attn: Andrew Stein, and TARGET CORPORATION, a Minnesota corporation (“**Tenant**”) having an address at Target Properties, Attn: Real Estate Portfolio Management/Oak Park, IL T3270, 1000 Nicollet Mall, TPN 12H, Minneapolis, Minnesota 55403.

RECITALS:

A. Landlord is the owner of certain property located at 1124 Lake Street Oak Park, IL 60301 which property is more particularly described on Exhibit A attached hereto (the “**Property**”).

B. The Property is part of a mixed use development (collectively, the “**Project**”) consisting of: (i) a building containing apartment and retail uses which is adjacent to Lake Street, (the “**North Building**”); (ii) a building containing apartment, parking and retail uses which is south of the North Building and located between Westgate Street and North Boulevard (the “**South Building**”), and (iii) a pedestrian walkway bridge over Westgate Street connecting the North and South Buildings, together with other improvements and appurtenances all as shown on the site plan attached to the Lease (the “**Plans**”).

C. The Project is subject to a Declaration of Covenants, Conditions, Restrictions and Easements that has been recorded as document number 1712445085 (the “**Declaration**”).

C. The Property consists of the North Retail Parcel, the South Retail Parcel and the Future Retail Parcel.

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D. Tenant desires to lease from Landlord the North Retail Parcel consisting of approximately 22,171 square feet of floor area in the aggregate together with such other rights, easements, and appurtenances as more particularly described in the Lease (collectively, the “Premises”).

WITNESSETH:

For valuable consideration, and subject to the covenants and agreements set forth herein and in that certain Lease between Landlord and Tenant dated as of even date herewith (the “Lease”), Landlord and Tenant hereby agree as follows:

1. Definitions. Any capitalized term not otherwise defined herein has the same meaning ascribed to such term in the Lease.

2. Demise of Premises. Landlord has demised and leased the Premises unto Tenant and Tenant has accepted the Premises from Landlord upon the terms and conditions set forth in the Lease, together with all rights attaching, belonging, or pertaining to the Premises or to the Property, including (i) the exclusive right to use the Exclusive Elements and (ii) the non-exclusive right and benefit (a) of all the easements that benefit the North Retail Parcel, the Owner and Occupants of the North Retail Parcel, (b) to use the Common Elements, (c) for Tenant’s Permittees to park on a non-exclusive basis, in Levels 1 and 2 of the Retail Parking and (d) the right, as (i) an Occupant and Anchor Tenant, to utilize the easements granted and created in the Declaration and (ii) an Anchor Tenant, to exercise the Landlord’s rights, as the Owner of the North Retail Parcel, under the Declaration.

3. Term. The initial Term of the Lease commences on the Effective Date and continues until 11:59 P.M. on the last day of the fifteenth (15th) Lease Year. Tenant may, at its election, extend the Term for four (4) consecutive additional terms of five (5) Lease Years each.

4. Setoff. Rent and other amounts payable by Tenant are subject to offset and abatement in accordance with, and subject to, the Lease.

5. Use of Premises. Tenant may use the Premises any lawful purpose not otherwise prohibited in the Lease. Landlord may not impose any use restrictions on the Premises or the Exclusive Elements during the Term.

6. Use of Property. The Lease contains specific permitted and restricted uses at the Property, including those attached hereto as Exhibit B.

7. Incorporation. In addition to those terms set forth above, the Lease contains other terms, conditions, provisions, covenants, representations, and warranties, all of which likewise affect not only the Premises but also the balance of the Property, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants, and conditions. All of the terms, conditions, provisions, covenants, representations, and warranties of the Lease are hereby incorporated into this Memorandum of Lease by reference as though fully set forth herein, and both the Lease and this Memorandum of Lease are deemed to constitute a

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single instrument. Nothing contained herein may be construed to amend, modify, amplify, interpret, or supersede any provision of the Lease.

8. Counterparts. This Memorandum of Lease may be executed in any number of counterparts, each of which, when executed and delivered will be deemed an original, and such counterparts together constitute one and the same instrument.

9. Conflict. If there is any conflict between the terms and conditions of the Lease and this Memorandum of Lease, the terms and conditions of the Lease control.

[SIGNATURE PAGE FOLLOWS]

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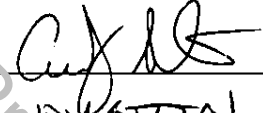
IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first above written.

Landlord:

Tenant:

CSD KURTZEIN, LLC
an Illinois limited liability company

TARGET CORPORATION,
a Minnesota corporation

By: 
Name: ANDY STEIN
Title: MEMBER
Date: 11/21/16

By: _____
Name: _____
Title: _____
Date: _____

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date first above written.

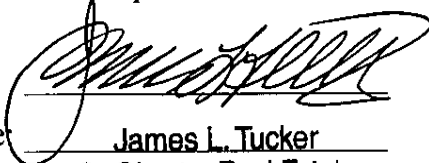
Landlord:

CSD KURTZEIN, LLC
an Illinois limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Tenant:

TARGET CORPORATION,
a Minnesota corporation

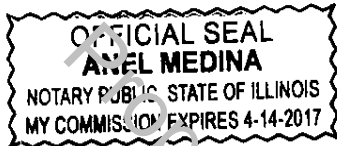
By: 
Name: James L. Tucker
Title: Sr. Director Real Estate
Target Corporation
Date: _____

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STATE OF IL
COUNTY OF Cook

The foregoing was acknowledged before me this 21st day of November 2016, by Andy Stein, the Member of CSD Kurtzeinua a LLC corporation, as general partner of Clark Street Real Estate, who is personally known to me, or who produced _____ as identification.



Notary Public, State of IL
Name: Anel Medina
My Commission Expires: 4/14/17
Notary Seal:

Anel Medina

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____, the _____ of Target Corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed and the free act of Target Corporation.

Notary Public
My Commission Expires:

Property of Cook County Clerk's Office

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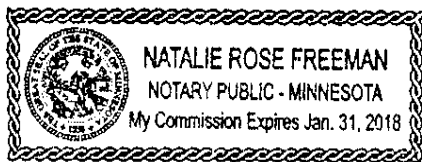
STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, _____, by _____, the _____ of _____, a _____ corporation, as general partner of _____, a _____, who is personally known to me, or who produced _____ as identification.

Notary Public, State of _____
Name: _____
My Commission Expires: _____
Notary Seal:

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this 20th day of April, 2017, before me, the undersigned officer, personally appeared James L. Tucker, the Gr. Director of Target Corporation, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed and the free act of Target Corporation.



Natalie Freeman
Notary Public
My Commission Expires: 1/31/18

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EXHIBIT A

Legal Description of Property

North Retail Parcel

THAT PART OF TRACT 1, BEING A SINGLE TRACT OF PROPERTY COMPOSED OF THE FOLLOWING 3 PARCELS:

PARCEL 1: THE EAST HALF OF LOT 5 AND ALL OF LOTS 6 AND 7 (EXCEPT THE SOUTH 18-1/2 FEET OF SAID LOTS 5, 6 AND 7) IN BLOCK 1 IN WHAPLE'S SUBDIVISION; ALSO LOTS 9 AND 10 (EXCEPT THE SOUTH 18-1/2 FEET THEREOF) IN HOARD AND OTHERS' SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100.00 FEET THEREOF) IN NILES SUBDIVISION OF LOTS 10 TO 16, BOTH INCLUSIVE, AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION, ALL OF ABOVE BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 1 AND 2 IN 1121-23 LAKE STREET BUILDING PARTNERSHIP SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF A 15 FOOT WIDE PUBLIC ALLEY LYING NORTH OF LOTS 5 TO 10 INCLUSIVE, IN AND ESTABLISHED BY HOARD AND OTHERS' SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES SUBDIVISION OF LOTS 10 TO 16 INCLUSIVE AND THE WEST 13 FEET OF LOT 17 OF SKINNERS SUBDIVISION OF LAND IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1 IN 1121-23 LAKE STREET BUILDING PARTNERSHIP SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1994 AS DOCUMENT NO. 94413163, ALL IN COOK COUNTY, ILLINOIS., **LYING ABOVE AN ELEVATION OF 632.00 FEET, NORTH AMERICAN VERTICAL DATUM(1988), AND BELOW AN ELEVATION OF 648.10 FEET, NORTH AMERICAN VERTICAL DATUM(1988), DESCRIBED AS FOLLOWS:**

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 1; THENCE NORTH 88 DEGREES 31 MINUTES 02 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT, 34.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 51 MINUTES

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05 SECONDS WEST, 30.39 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 11.21 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 5.13 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 4.02 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 14.91 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 0.96 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 5.58 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 6.24 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 78.81 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 7.20 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 21.45 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 4.02 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 5.12 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 11.21 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 05 SECONDS WEST, 29.50 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 55 SECONDS EAST, 137.68 FEET TO THE EAST LINE OF SAID TRACT 1; THENCE ALONG SAID EAST LINE THE FOLLOWING 3 COURSES: 1.) SOUTH 02 DEGREES 02 MINUTES 26 SECONDS EAST, 109.02 FEET, 2.) NORTH 87 DEGREES 53 MINUTES 19 SECONDS EAST, 13.83 FEET AND 3.) SOUTH 01 DEGREES 55 MINUTES 12 SECONDS EAST, 16.39 FEET; THENCE SOUTH 88 DEGREES 28 MINUTES 52 SECONDS WEST, 23.44 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 8.60 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 31.21 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 8.01 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 55 SECONDS WEST, 19.50 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 05 SECONDS EAST, 49.38 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 30 MINUTES 15 SECONDS WEST ALONG SAID SOUTH LINE, 71.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,407 SQUARE FEET, MORE OR LESS.

South Retail Parcel

THAT PART OF LOT 8 AND LOT 9 (EXCEPT THE SOUTH 92 FEET AND EXCEPT THE NORTH 18-1/2 FEET CONVEYED FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING ABOVE AN ELEVATION OF 631.00 FEET, NORTH AMERICAN VERTICAL DATUM(1988), AND BELOW AN ELEVATION OF 646.33 FEET, NORTH AMERICAN VERTICAL DATUM(1988), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 88 DEGREES 30 MINUTES 15 SECONDS EAST ALONG

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THE NORTH LINE OF SAID PROPERTY, 45.88 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 54.39 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 8.58 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 8.00 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 26.12 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 3.08 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 14.94 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 8.46 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST A DISTANCE OF 0.28 FEET THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 28.93 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 6.67 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 0.68 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 33.97 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 9.67 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 8.72 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 49 SECONDS WEST, 58.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,137 SQUARE FEET, MORE OR LESS.

Future Retail Parcel

THAT PART OF LOT 8 AND LOT 9 (EXCEPT THE SOUTH 92 FEET AND EXCEPT THE NORTH 18-1/2 FEET CONVEYED FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING ABOVE AND ELEVATION OF **631.00 FEET, NORTH AMERICAN VERTICAL DATUM(1988), AND BELOW AN ELEVATION OF 646.33 FEET, NORTH AMERICAN VERTICAL DATUM(1988), DESCRIBED AS FOLLOWS:**

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 88 DEGREES 27 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF SAID PROPERTY, 44.52 FEET; THENCE NORTH 01 DEGREES 29 MINUTES 49 SECONDS WEST, 18.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 29 MINUTES 49 SECONDS WEST, 38.96 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 11 SECONDS EAST, 28.27 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 49 SECONDS EAST, 38.96 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 11 SECONDS WEST, 28.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,102 SQUARE FEET, MORE OR LESS.

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COOK COUNTY RECORDER OF DEEDS

Permanent Index Numbers:

16-07-124-036-0000
16-07-124-037-0000
16-07-124-039-0000
16-07-124-040-0000
16-07-125-025-0000
16-07-125-026-0000
16-07-125-029-0000
16-07-125-030-0000

Address of Property: 1129 Lake Street, 104 N. Maple Avenue and 106 N. Maple Avenue,
Village of Oak Park, Illinois, 60301

677087_4

COOK COUNTY RECORDER OF DEEDS

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EXHIBIT B

Prohibited Uses (except Premises)

The following uses are prohibited upon all portions of the Property except for the Premises:

(1) Any drug store or any store, department or operation of any size (excluding a doctor's office which is not advertised, branded, or publically identified on, or visible from, the exterior of the doctor's office with any other local, regional or national pharmacy operation) selling any pharmaceutical drugs requiring the services of a licensed pharmacist.

(2) Any grocery store, supermarket, convenience store or other store, or department within a store, for the sale of food and/or beverages; provided that all types of restaurants, donut shops, bakery shops and coffee shops are permitted and provided further that the incidental sale of food or beverages is permitted; provided however, that, in any event, no convenience store (including 7-11, White Hen Pantry, Tom Thumb or WaWa) selling any food and/or beverages is allowed.

(3) Any lockers, lock-boxes or other type of storage system that is used to receive or store merchandise from a catalog or online retailer.

(4) Any store, or department within a store, operated as a fulfillment center in connection with receiving, storing or distributing merchandise from a catalog or online retailer.

(5) Any beauty specialty store or beauty-retail concept store such as those operated on the Effective Date under the trade name ULTA or Sephora (provided the incidental sale of beauty products by an otherwise permitted Occupant other than the foregoing type is permitted).